tion of the English law, that under the English law of Bills and Notes, the acceptors would not be entitled to recover back what they had paid, but that under the Conflict of Laws provision of the English Bills of Exchange Act, English law "threw the parties back upon American law," and that under American Bills and Notes law the acceptors would be entitled to recover. *Guaranty Trust Co. of New York v. Hannay & Co.* [1918] 1 K. B. 43.

See COMMENTS, p. 1046.

CONFLICT OF LAWS—CAUSE OF ACTION ARISING IN A FOREIGN JURISDICTION—EFFECT OF FOREIGN STATUTE OF LIMITATIONS.—The plaintiff was owner of a trestle bridge spanning a stream which was an international boundary. The defendant's locomotive in Canada set fire to the bridge which was burned and destroyed The Canadian statute applicable to the facts provided that suit for such an injury "shall be commenced within one year and not afterwards." Over five years had elapsed before the commencement of this action in New Hampshire. *Held*, that the Canadian statute of limitations was not a bar to the action. *Connecticut Valley Lumber Co. v. Maine Cent. R. R. Co.* (1918, N. H.) 103 Atl. 263.

The general Anglo-American view is that questions of limitation touch the remedy and as such are to be determined by the *lex fori*. *Huber v. Steiner* (1835, C. P.) 2 Bing. N. C. 202. It follows that an action may be brought on a contract or tort at any time before the remedy is barred by the local statute of the forum, although action has already been barred by the *lex loci contractus* or *solutionis* or *lex loci delicti*. *Harris v. Quine* (1869) L. R. 4 Q. B. 653; *Townsend v. Jemison* (1850, U. S.) 9 How. 407. The rule is also applied to a judgment obtained in a foreign jurisdiction. *Fanton v. Middlebrook* (1882) 50 Conn. 44. Nor does it violate the full faith and credit clause to deny enforcement because the statute of the forum has run, although the judgment would still be enforceable in the state where rendered. *McElmoyle v. Cohen* (1839, U. S.) 13 Pet. 312. Upon the Continent, however, the time limit on the enforcibility of an obligation is held a part of the obligation and hence determined by the law of the obligation. Guthrie, *Savigny*, 221. In the United States a distinction has been made, based upon the residence of the parties, which has presented an opportunity for approaching the Continental rule. Where the statute of the state whose law governs the obligation is clearly expressed as extinguishing the obligation, and both the parties have resided in that state during the whole period of the statute, the law of that state has been applied in suits brought elsewhere. *Brown v. Parker* (1871) 28 Wis. 21; *Perkins v. Guy* (1877) 55 Miss. 153, 177; Story, *Conflict of Laws* (8th ed.) sec. 582. This appears to be an over-refinement; if the statute purporting to "extinguish" the obligation does extinguish it, the matter ceases to be one of procedure, and residence would become immaterial; whereas if such words do not extinguish the obligation there seems little reason for the exception based on residence. Where a right not existing at common law has been given by statute, and its duration limited, the forum has very generally denied a remedy after the expiration of that period, and this regardless of residence. *Eastwood v. Kennedy* (1876) 44 Md. 563. The same tendency to approach the Continental view is indicated by state statutes expressly barring actions upon obligations which have been barred in the jurisdictions where they arose. See *Holmes v. Hengen* (1903, Sup. Ct.) 85 N. Y. Supp. 35. But upon the general proposition that limitation is a matter of remedy the courts have been consistent in their reasoning; many even of the preliminary questions, bearing on the ultimate question whether the action is barred, are also determined by the *lex fori*. *Obear v. First Nat. Bank* (1895) 97 Ga. 587, 25 S. E. 335 (provision

requiring partial payment on a note to be entered thereon); *Walsh v. Mayer* (1884) 111 U. S. 31 (form of acknowledgment necessary to take claim out of the statute). Whatever may be said in favor of the Continental view, our rule, as illustrated by the principal case, has at least the advantage of uniformity. Any change which might be attempted, unless by statute under the movement for uniform state laws, would be bound to be slow and partial.

CONSTITUTIONAL LAW—DUE PROCESS OF LAW—MUNICIPAL REGULATION OF THE SIZE OF BAKERS' LOAVES.—The defendant below, a woman running a home bakery and selling bread of her own make, was convicted of selling a loaf weighing 11¼ ounces, in violation of an ordinance of the City of Toledo which permitted the exposure for sale of bread in loaves of one pound and upward "and in no other way." The defendant claimed on writ of error that the ordinance was invalid and in violation of the due process clause of the Fourteenth Amendment. *Held,* that the ordinance was invalid in so far as it penalized the making and selling of bread in loaves weighing less than one pound. *Allion v. Toledo* (1918, C. P. Lucas County, Oh.) 28 Oh. Super. & C. P. Dec. 337.

Police power regulation of the sale of foodstuffs is commonly intended to protect the public health from injurious substances and bad food. It is often however, of a second kind, aimed to prevent fraud and deception in the sale of articles which are admitted to be wholesome enough; regulation to assure the public just what and how much it is getting. See Freund, *Police Power,* secs. 274-275; also (1917) 26 YALE LAW JOURNAL, 67, 416. The section of the Toledo ordinance in question is obviously a regulation of the latter class, and must be justified, if at all, as a measure to prevent deception of the public. The court however, omits a discussion of the fraud element and spends some effort in demonstrating what needs no demonstration: that small loaves are no more injurious to public health than large ones. But the court does strike squarely the difference between the ordinance of the City of Toledo and one of the City of Chicago which had been sustained in the United States Supreme Court. See *Schmidinger v. Chicago* (1913) 226 U. S. 578, 33 Sup. Ct. 182. The Chicago ordinance permitted the sale of loaves in fractional parts of a pound, only prescribing what those fractions should be. There is a genuine and unquestioned need for small loaves, which the Toledo ordinance forbade altogether, and here lies the difference between reasonable and unreasonable regulation, between due process of law and a failure of due process.

CORPORATIONS—CORPORATIONS NOT FOR PROFIT—POWER TO HOLD MEETINGS AND ELECT TRUSTEES OUTSIDE THE STATE.—The American Medical Association. incorporated under the laws of Illinois, but having numerous constituent associations scattered throughout the United States, held an election of trustees outside the State of Illinois, through its house of delegates, as provided in its by-laws. The appellant by an information in the nature of *quo warranto* sought to oust the trustees so elected. *Held,* that the election was valid, the statute which required stockholders' meetings to be held within the state having no application to corporations not for profit. *People ex rel. Hoyne v. Grant* (1918, Ill.) 119 N. E. 344.

The general rule as to corporations for profit is that stockholders' meetings must be held within the state in which the corporation was created. 2 Cook, *Corp.* (7th ed.) sec. 589. Some states expressly so provide by statute. *Hilles v. Parrish* (1862, Ch.) 14 N. J. Eq. 380. No very satisfactory reason has been